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CENTRAL FAX CENTER****SEP 26 2005****PATENT****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re the Application of

Cioffi et al. (TI-27725.1)

Conf. No. 3513

Serial No. 10/051,601

Group Art Unit: 2662

Filed: January 17, 2002

Examiner:

For: Method and Apparatus for Coordinating Multi-Point to Point Communications in a Multi-Tone Data Transmission System

**TERMINAL DISCLAIMER**

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

09/28/2005 MBINAS 00000027 200668 10051601

02 FC:1814 130.00 DA

Dear Sir:

1. Texas Instruments Incorporated, a Delaware corporation, states that it is the assignee of the entire right, title, and interest in this patent, by virtue of an assignment from the inventors of this patent application to Amati Communications Corporation of its parent application S.N. 08/913,210, now U.S. Patent No. 6,473,438, through which this patent claims priority, such assignment recorded in the United States Patent and Trademark Office at Reel 012526, Frame 0880, and by virtue of the merger of Amati Communications Corporation with and into Texas Instruments Incorporated, as evidenced by the enclosed copy of the Certificate of Ownership and Merger, such Certificate filed with the Office of the Secretary of State of the State of Delaware on October 1, 2001.

2. The undersigned, whose title is supplied below, is authorized to act on behalf of Texas Instruments Incorporated.

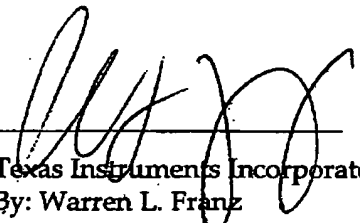
3. Texas Instruments Incorporated hereby disclaims, except as provided below, the terminal part of any patent granted on this application which would extend beyond the

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- b. is held unenforceable;
- c. is found invalid by a court of competent jurisdiction;
- d. is statutorily disclaimed in whole or terminal disclaimed under 37 C.F.R. §1.321;
- e. has all claims canceled by a reexamination certificate;
- f. is reissued; or
- g. is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

5. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application of any patent issued thereon.

  
Texas Instruments Incorporated  
By: Warren L. Franz  
Its: Deputy General Patent Counsel  
Date: 30 Aug 2005 